REQUEST FOR PROPOSAL
LIVINGSTON COUNTY OFFICE FOR THE AGING

CONSULTING REGISTERED DIETITIAN

SCOPE OF SERVICES

Livingston County has the need to provide the services of a consulting registered dietitian for it’s Senior Nutrition Program.

The County of Livingston is seeking to retain a Registered Dietitian to provide these consulting services.

SERVICE PERIOD AND TERMS

The contract for the Consulting Registered Dietitian outlined herein shall be from June 1, 2014 through May 31, 2017, a three-year period, and may be renewed, upon the same terms and conditions, at the County’s sole option for two (2) additional one (1) year periods which will end respectively on May 31, 2018 and May 31, 2019. The County shall notify the vendor of its intention to renew the contract no later than each April 1st of a renewal year. The Registered Dietitian will maintain the qualification[s], registration[s] and certification[s] for the contract length.

PROPOSAL CONDITIONS & INFORMATION

Proposals will be received by Livingston County until 4:00 p.m. on Monday, April 14, 2014. All proposals must be submitted in a sealed envelope and have original signature and date.

The proposal must include:

Proposal:
Proposal for services must be submitted on your own form, detailing the applicant’s qualifications, NYS Certification, experience and background in providing this type of service. Must include the applicant’s information regarding their Baccalaureate Degree with major studies in food and nutrition from a college or university approved by the Education Department. The applicant’s registration or eligibility for registration by The American Dietetic Association, or has the equivalent of such training and experience and participation annually in continuing education.

References:
Three (3) references for consulting, registered dietitian services in similar capacity as required for this service. Include name, address, phone number and a brief description of the services provided.

Compensation:
The compensation requested for the services will be based on an hourly rate. A minimum of twelve [12] hours of work per week. Possible, additional hours per week on an as needed basis with consideration for advance notice. Mileage, in accordance to the County’s policy and additional charges as may be mutually agreed upon from time to time in accordance with the County’s reimbursement policies.

Proposals submitted will be reviewed by the Office for the Aging Director, Senior Nutrition Program Coordinator and other County Officials as deemed appropriate.

Presentations and/ or interviews may be required.

One (1) original and two (2) copies of the proposal must be submitted to:

Lisa M. Grosse
Livingston County Administrator’s Office
Livingston County Government Center
Room 302
Please mark on lower left hand corner of envelope: “RFP- Consulting Registered Dietitian”

Questions regarding this proposal must be submitted in writing to Jessica Wilkins, Coordinator, Senior Nutrition Program by e-mail. Jwilkins@co.livingston.ny.us Questions must be submitted by Monday, April 7, 2014.

GENERAL SPECIFICATIONS / SCOPE OF WORK/ RESPONSIBILITIES OF THE CONSULTANT
The Consulting Registered Dietitian will work under the direct supervision of the Senior Nutrition Program [SNP] Coordinator.

The Registered Dietitian will evaluate the SNP client’s nutritional needs, develops and implements a counseling plan, evaluates the clients’ outcome and maintains documentation. Counseling may be provided to client and/or caregiver at a congregate site, in-home, office or by phone. The Registered Dietitian may direct other staff in client counseling.

The registered Dietitian will participate in the Case Management/ Client Team review and discussions of the client’s care at least one [1] time per month.

The Registered Dietitian evaluates the appropriateness of diet orders and determines the type of diets to be provided by the program at least one [1] time per menu cycle [three [3] times per year] and/or as needed.

The Registered Dietitian will provide presentations at the congregate sites at least six [6] times per year.

The Registered Dietitian develops or reviews and approves nutrition information [handouts and/or presentations] and develops an annual plan, at least twelve [12] newsletters per year.

The Registered Dietitian plans menus considering participant preferences and meal satisfaction, dietary needs, dietary guidelines, food suitability and cost. The R.D. consults with the SNP Coordinator as well.

The Registered Dietitian reviews and certifies that menus meet nutrition requirements and are appropriate for the program and participants.

The Registered Dietitian checks directly operated or subcontracted kitchens, caterers and Home Delivered Meals [HDM] packaging sites. The R.D. reviews food and supply specifications, food quality and cost, food preparation methods, adherence to menu, use of standardized recipes and portion control, HDM and bulk food packaging, handling of leftovers, inventory and storage, temperature monitoring, compliance with sanitary code and equipment maintenance on a monthly basis and/or as needed.

The Registered Dietitian checks food services including portion control and the serving of food, checking temperatures taken by site staff, compliance with sanitary code, condition of equipment, handling leftovers, serving of meals and participant satisfaction. Those sites with kitchens should be monitored as outlined above, each site every two [2] months.

The Registered Dietitian checks food portions and temperature, meal delivery including driver techniques, such as the handling of meals and carriers. Observes client condition and solicits comments on meals and service. Each route annually.

The Registered Dietitian prepares reports on monitoring activities, findings, recommendations and nutrition education and counseling units of service. Attends staff meetings to review monitoring activities, provides
technical assistance on program development and comments on program policies and procedures as required.

The Registered Dietitian provides technical assistance and training in food service practices, food and equipment specifications, sanitary code, new products, production efficiency, staff requirements, kitchen plans and nutritional needs of the elderly. The R.D. will provide assistance with areas such as the use of computer software, networking with other agencies, initiating new services, contracting, client screening/assessments, application of program standards, developing job descriptions and job tasks, reviewing and evaluating program costs and recommending cost saving measures as required.

The Registered Dietitian shall, upon the request of County, provide to County a copy of all correspondence, papers, reports, memorandum, opinions, and other documents which are received or prepared by the Registered Dietitian in connection with this work.

**RESPONSIBILITIES OF THE AGENCY:**

The Agency agrees to provide Consultant with the following:

1. Suitable space, equipment and materials.

2. Records and recording services available to the Consultant.

3. A general orientation for the dietitian to the Agency, including its staff, policies, recording systems, etc.

4. Participation of consulting dietitian in any surveys for licensing or certification.

**Appendices.** Livingston County Appendices A, B and C shall be incorporated into the final contract and should be signed and returned with the RFP response.
APPENDIX A

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

I. NON-ASSIGNMENT CLAUSE. In accordance with Section 109 of the General Municipal Law, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County’s written consent are null and void.

II. WORKER'S COMPENSATION BENEFITS. In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

III. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

IV. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

V. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

VI. SET-OFF RIGHTS. The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.
VII. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

VIII. **MEDICAID/MEDICARE COMPLIANCE.** If this contract involves the provision of services and/or materials, any portion of the cost of which will be billed to the Federal or New York State Medicare or Medicaid health care programs, the Contractor certifies that the Contractor, and all employees, directors, officers and subcontractors of the Contractor, are not “excluded individuals or entities” under Federal and/or New York State Medicare or Medicaid statutes, rules and regulations. The Contractor agrees to screen all employees, directors, officers and subcontractors on a monthly basis at the New York State Office of Medicaid Inspector General website, and any other website required by Federal and/or New York State Medicare or Medicaid statutes, rules and regulations, to determine if any of them are on or have been added to the exclusion list. The Contractor shall promptly notify the County if any employee, director, officer or subcontractor is on or has been added to the exclusion list. The County reserves the right to immediately cancel this contract, at no penalty to the County, if any employee, director, officer or subcontractor is on or has been added to the exclusion list. Furthermore, the Contractor agrees to indemnify the County for any damages or loss incurred by the County based upon the Contractors failure to comply with these conditions or based upon any false certification under this section.

IX. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

X. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

XI. **NO ARBITRATION AND SERVICE OF PROCESS.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

XII. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the County shall incur no liability beyond the funds appropriated therefore.

XIII. **APPROVAL OF BOARD OF SUPERVISORS.** This contract is subject to and conditioned upon approval by the Livingston County Board of Supervisors.

XIV. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

____________________________________
Livingston County

____________________________________
Contractor

(Signature of Authorized Official Required)
APPENDIX B

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the County of Livingston (herein after "County").

I. The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.

II. The Contractor agrees that it will indemnify and save harmless the County from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorneys' fees. Furthermore, at the option of the County, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the County for any damage or loss arising out of the negligence or willful misconduct of the County, it’s agents or employees.

III. A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.

B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.

C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.

D. Remedies - The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, the County may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.

E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.
V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the County by reason of this contract. It further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.

VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

__________________________
Livingston County

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Contractor

(Signature of Authorized Official Required)
APPENDIX C

LIVINGSTON COUNTY STANDARD CONTRACT INSURANCE REQUIREMENTS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the County of Livingston as an unrestricted additional insured on the contractor's/permittee's insurance polices, with the exception of workers' compensation and professional errors and omissions. **The contractor/permittee must provide an additional insured endorsement.** A statement on the contractor/permittee’s insurance certificate that the County of Livingston is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Livingston County Attorney.

II. The policy naming the County of Livingston as an additional insured shall:

- be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
- state that the organization's coverage shall be primary coverage for the County of Livingston, its Board, employees and volunteers. Any insurance or self-insurance as maintained by the County of Livingston shall be in excess of the contractor’s insurance, and shall not contribute with it.

III. The contractor/permittee agrees to indemnify the County of Livingston for any applicable deductibles or self insurance reserves.

IV. Required Insurance:

- **Commercial General Liability Insurance**  
  $1,000,000 per occurrence/ $2,000,000 aggregate per project.

- **Automobile Liability**  
  $1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

- **Workers' Compensation**  
  Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

- **Owners Contractors Protective Insurance (Generally required only for construction contracts. Contact Livingston County Attorney for determination of necessity.)**  
  $1,000,000 per occurrence/$2,000,000 aggregate, with the County of Livingston as the named insured.

- **Professional Errors and Omissions Insurance (If professional service contract)**  
  $1,000,000 per occurrence/ $2,000,000 aggregate for the negligent professional acts of the contractor.

V. The contractor/permittee is to provide the County of Livingston with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. **Contractor/permittee shall provide the County of Livingston with a copy of any notice of cancellation or notice of change in the terms of insurance within two (2) days of Contractor/permittee’s receipt of such notice from their insurance carrier or agent. Furthermore, Contractor/permittee shall provide the County of Livingston with confirmation from their insurance carrier or agent that insurance as required by this Appendix C is still in full force and effect every three months that this contract is in effect. Such notice shall be mailed to the Livingston County Attorney, Livingston County Government Center, Room 302, 6 Court Street, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the County of Livingston, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County of Livingston, including termination of the contract.** The failure of the County of Livingston to object to the contents of
VI. If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the county, the contractor shall upon notice to that effect from the County, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the county may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims in form satisfactory to the County of Livingston.

The County reserves the right to require complete certified copies of all required insurance policies, at any time, which shall be delivered to the County within ten days of such request.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor/permittee shall file with the Livingston County Attorney, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

a. Name and address of insured
b. Issue date of certificate
c. Insurance company name
d. Type of coverage in effect
e. Policy number
f. Inception and expiration dates of policies included on certificate
g. Limits of liability for all policies included on certificate
h. Certificate holder shall be County of Livingston, Livingston County Government Center, 6 Court Street, Geneseo, New York 14454-1043.
i. Description of contract for which insurance is being provided.
j. Insurance agents name, address and phone number.

________________________________________
Contractor
(Signature of Authorized Official Required)

________________________________________
Date